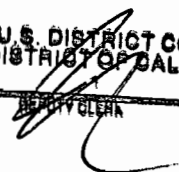


1 PHILLIP A. TALBERT
Acting United States Attorney
2 LAUREL J. MONTOYA
Assistant United States Attorney
3 2500 Tulare Street, Suite 4401
Telephone: (559) 497-4000
4 Facsimile: (559) 497-4099

5
6 Attorneys for Plaintiff
United States of America

FILED

JUN 13 2016

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY 
CLERK

7
8 IN THE UNITED STATES DISTRICT COURT
9 EASTERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,
11 Plaintiff,
12 v.
13 CASEY NOCKET,
14 Defendant.

CASE NO. **16 CR 000083 BAM**

PLEA AGREEMENT

DATE: *June 13, 2016*
TIME: *TBD*
COURT: *TBD*

15
16 **I. INTRODUCTION**

17 **A. Scope of Agreement.**

18 The information in this case charges the defendant with violation(s) of 18 U.S.C. § 1361 – injury
19 and depredation to government property (misdemeanor), (Counts One through Seven). This document
20 contains the complete plea agreement between the United States Attorney’s Office for the Eastern
21 District of California (the “government”) and the defendant regarding this case. This plea agreement is
22 limited to the United States Attorney’s Office for the Eastern District of California, District of Colorado,
23 District of Utah, and District of Oregon, and cannot bind any other federal, state, or local prosecuting,
24 administrative, or regulatory authorities.

25 **B. Court Not a Party.**

26 The Court is not a party to this plea agreement. Sentencing is a matter solely within the
27 discretion of the Court, and the Court may take into consideration any and all facts and circumstances
28 concerning the criminal activities of defendant, including activities which may not have been charged in

1 the information. The Court is under no obligation to accept any recommendations made by the
2 government, and the Court may in its discretion impose any sentence it deems appropriate up to and
3 including the statutory maximum stated in this plea agreement.

4 If the Court should impose any sentence up to the maximum established by the statute, the
5 defendant cannot, for that reason alone, withdraw her guilty plea, and she will remain bound to fulfill all
6 of the obligations under this plea agreement. The defendant understands that neither the prosecutor,
7 defense counsel, nor the Court can make a binding prediction or promise regarding the sentence she will
8 receive.

9 **II. DEFENDANT'S OBLIGATIONS**

10 **A. Guilty Plea.**

11 The defendant will plead guilty to Counts One through Seven, injury and depredation to
12 government property (misdemeanor). The defendant agrees that she is in fact guilty of these charges
13 and that the facts set forth in the Factual Basis for Plea attached hereto as Exhibit A are accurate.

14 The defendant agrees that this plea agreement will be filed with the Court and become a part of
15 the record of the case. The defendant understands and agrees that she will not be allowed to withdraw
16 her plea(s) should the Court not follow the government's sentencing recommendations.

17 The defendant agrees that the statements made by her in signing this Agreement, including the
18 factual admissions set forth in the factual basis, shall be admissible and useable against the defendant by
19 the United States in any subsequent criminal or civil proceedings, even if the defendant fails to enter a
20 guilty plea pursuant to this Agreement. The defendant waives any rights under Fed. R. Crim. P. 11(f)
21 and Fed. R. Evid. 410, to the extent that these rules are inconsistent with this paragraph or with this
22 Agreement generally.

23 **1. Venue:**

24 The defendant agrees to waive any challenges to venue and agrees that the Eastern
25 District of California is the appropriate venue for all of the counts and offenses alleged in the
26 information.

27 **B. Restitution.**

28 The Mandatory Victim Restitution Act requires the Court to order restitution to the victims of

1 certain offenses. The defendant agrees the conduct to which she is pleading guilty requires mandatory
2 restitution pursuant to 18 U.S.C. § 3663A(c)(1)(A)(ii), and agrees to pay restitution to the United States
3 in full. If the amount of restitution cannot be agreed upon, the amount will be determined by the Court.

4 Defendant further agrees that the restitution for any count alleged may be determined to be in
5 excess of \$1,000.00 notwithstanding the offense is being charged as a misdemeanor.

6 Defendant further agrees that she will not seek to discharge any restitution obligation or any part
7 of such obligation in any bankruptcy proceeding.

8 Payment of restitution shall be to the Clerk of the Court for the Eastern District of California.

9 **C. Incarceration.**

10 The defendant acknowledges that the government will recommend that the defendant be
11 sentenced to an initial term of ten (10) days imprisonment.

12 **D. Other Sentencing Recommendations**

13 The defendant understands that the government will make the following additional sentencing
14 recommendations:

- 15 a. The defendant will be placed on probation for 24 months.
- 16 b. The defendant is ordered to complete 100 hours of community service in
17 the National Park Service or other public lands, including those
18 administered by state and local government agencies. The strong
19 preference is that the community service include graffiti removal however
20 the park/public lands where the community service is being performed is
21 free to determine what services best address their needs.
- 22 c. The defendant will prepare a written formal apology to the National Park
23 Services for her actions.
- 24 d. The defendant is banned from entering public lands administered by the
25 National Park Service, United States Forest Service, Bureau of Land
26 Management and U.S. Army Corps of Engineers for recreational purposes
27 during the period of probation. The only exceptions to this prohibition is
28 transit through public lands incidental to travel to or from private lands
and to complete her community service hours.

The defendant agrees that these recommendations are reasonable.

E. Fine.

The parties agree that no fine is appropriate in this case.

1 **F. Special Assessment.**

2 The defendant agrees to pay a special assessment of \$175 at the time of sentencing by delivering
3 a check or money order payable to the United States District Court to the United States Probation Office
4 immediately before the sentencing hearing. The defendant understands that this portion of the plea
5 agreement is voidable at the option of the government if she fails to pay the assessment prior to that
6 hearing.

7 **G. Violation of Plea Agreement by Defendant/Withdrawal of Plea(s).**

8 If the defendant, cooperating or not, violates this plea agreement in any way, withdraws her plea,
9 or tries to withdraw her plea, this plea agreement is voidable at the option of the government. The
10 government will no longer be bound by its representations to the defendant concerning the limits on
11 criminal prosecution and sentencing as set forth herein. One way a cooperating defendant violates the
12 plea agreement is to commit any crime or provide any statement or testimony which proves to be
13 knowingly false, misleading, or materially incomplete. Any post-plea conduct by a defendant
14 constituting obstruction of justice will also be a violation of the agreement. The determination whether
15 the defendant has violated the plea agreement will be under a probable cause standard.

16 If the defendant violates the plea agreement, withdraws her plea, or tries to withdraw her plea,
17 the government shall have the right (1) to prosecute the defendant on any of the counts to which she
18 pleaded guilty; (2) to reinstate any counts that may be dismissed pursuant to this plea agreement; and (3)
19 to file any new charges that would otherwise be barred by this plea agreement. The defendant shall
20 thereafter be subject to prosecution for any federal criminal violation of which the government has
21 knowledge, including perjury, false statements, and obstruction of justice. The decision to pursue any or
22 all of these options is solely in the discretion of the United States Attorney's Office.

23 By signing this plea agreement, the defendant agrees to waive any objections, motions, and
24 defenses that the defendant might have to the government's decision. Any prosecutions that are not
25 time-barred by the applicable statute of limitations as of the date of this plea agreement may be
26 commenced in accordance with this paragraph, notwithstanding the expiration of the statute of
27 limitations between the signing of this plea agreement and the commencement of any such prosecutions.
28 The defendant agrees not to raise any objections based on the passage of time with respect to such

1 counts including, but not limited to, any statutes of limitation or any objections based on the Speedy
2 Trial Act or the Speedy Trial Clause of the Sixth Amendment to any counts that were not time-barred as
3 of the date of this plea agreement.

4 In addition, (1) all statements made by the defendant to the government or other designated law
5 enforcement agents, or any testimony given by the defendant before a grand jury or other tribunal,
6 whether before or after this plea agreement, shall be admissible in evidence in any criminal, civil, or
7 administrative proceedings hereafter brought against the defendant; and (2) the defendant shall assert no
8 claim under the United States Constitution, any statute, Rule 11(f) of the Federal Rules of Criminal
9 Procedure, Rule 410 of the Federal Rules of Evidence, or any other federal rule, that statements made by
10 the defendant before or after this plea agreement, or any leads derived therefrom, should be suppressed.
11 By signing this plea agreement, the defendant waives any and all rights in the foregoing respects.

12 **III. THE GOVERNMENT'S OBLIGATIONS**

13 **A. Recommendations.**

14 1. Incarceration Range.

15 The government will recommend that the defendant be sentenced to an initial term of ten
16 (10) days imprisonment.

17 2. Acceptance of Responsibility.

18 The government will recommend a two-level reduction (if the offense level is less than
19 16) or a three-level reduction (if the offense level reaches 16) in the computation of her offense level if
20 the defendant clearly demonstrates acceptance of responsibility for her conduct as defined in U.S.S.G. §
21 3E1.1.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 3. Other sentencing recommendations:

- 2 a. The defendant will be placed on probation for 24 months.
- 3 b. The defendant is ordered to complete 100 hours of community service in
4 the National Park Service or other public lands, including those
5 administered by state and local government agencies. The strong
6 preference is that the community service include graffiti removal however
7 the park/public lands where the community service is being performed is
8 free to determine what services best address their needs.
- 9 c. The defendant will prepare a written formal apology to the National Park
10 Services for her actions.
- 11 d. The defendant is banned from entering public lands administered by the
12 National Park Service, United States Forest Service, Bureau of Land
13 Management and U.S. Army Corps of Engineers for recreational purposes
14 during the period of probation. The only exceptions to this prohibition is
15 transit through public lands incidental to travel to or from private lands
16 and to complete her community service hours.

17 **B. Use of Information for Sentencing.**

18 The government is free to provide full and accurate information to the Court and Probation,
19 including answering any inquiries made by the Court and/or Probation and rebutting any inaccurate
20 statements or arguments by the defendant, her attorney, Probation, or the Court. The defendant also
21 understands and agrees that nothing in this Plea Agreement bars the government from defending on
22 appeal or collateral review any sentence that the Court may impose.

23 Further, other than as set forth above, the government agrees that any incriminating information
24 provided by the defendant during her cooperation will not be used in determining the applicable
25 guideline range, pursuant to U.S.S.G. § 1B1.8., unless the information is used to respond to
26 representations made to the Court by the defendant, or on her behalf, that contradict information
27 provided by the defendant during her cooperation.

28 **IV. ELEMENTS OF THE OFFENSE**

 Depredation of government property is willfully injuring specific property of United States or
any department or agency thereof. At a trial, the government would have to prove beyond a reasonable
doubt the following elements of the offenses to which the defendant is pleading guilty, injury and
depredation to government property:

///

1 Counts One through Seven:

2 First, the defendant knowingly injured property of the United States, to wit: rock formations; and
3 Second, the property belonged to the United States.

4 The defendant fully understands the nature and elements of the crimes charged in the information
5 to which she is pleading guilty, together with the possible defenses thereto, and has discussed them with
6 her attorney.

7 **V. MAXIMUM SENTENCE**

8 **A. Maximum Penalty.**

9 The maximum sentence that the Court can impose is:

10 Counts One through Seven: 1 year of incarceration per count, a fine of \$100,000 per count, a 1
11 year period of probation per count, and a special assessment of \$25 per count.

12 By signing this plea agreement, the defendant also agrees that the Court can order the payment of
13 restitution for the full loss caused by the defendant's wrongful conduct. The defendant agrees that the
14 restitution order is not restricted to the amounts alleged in the specific count(s) to which she is pleading
15 guilty. The defendant further agrees, as noted above, that she will not attempt to discharge in any
16 present or future bankruptcy proceeding any restitution imposed by the Court.

17 **VI. SENTENCING DETERMINATION**

18 **A. Statutory Authority.**

19 The defendant understands that the Court must consult the Federal Sentencing Guidelines and
20 must take them into account when determining a final sentence. The defendant understands that the
21 Court will determine a non-binding and advisory guideline sentencing range for this case pursuant to the
22 Sentencing Guidelines and must take them into account when determining a final sentence. The
23 defendant further understands that the Court will consider whether there is a basis for departure from the
24 guideline sentencing range (either above or below the guideline sentencing range) because there exists
25 an aggravating or mitigating circumstance of a kind, or to a degree, not adequately taken into
26 consideration by the Sentencing Commission in formulating the Guidelines. The defendant further
27 understands that the Court, after consultation and consideration of the Sentencing Guidelines, must
28 impose a sentence that is reasonable in light of the factors set forth in 18 U.S.C. § 3553(a).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VII. WAIVERS

A. Waiver of Constitutional Rights.

The defendant understands that by pleading guilty she is waiving the following constitutional rights: (a) to plead not guilty and to persist in that plea if already made; (b) to be tried by a jury; (c) to be assisted at trial by an attorney, who would be appointed if necessary; (d) to subpoena witnesses to testify on her behalf; (e) to confront and cross-examine witnesses against her; and (f) not to be compelled to incriminate herself.

B. Waiver of Appeal and Collateral Attack.

The defendant understands that the law gives the defendant a right to appeal her guilty plea, conviction, and sentence. The defendant agrees as part of her plea(s), however, to give up the right to appeal the guilty plea, conviction, and the sentence imposed in this case as long as the sentence does not exceed the statutory maximums for the offenses to which she is pleading guilty. The defendant specifically gives up the right to appeal any order of restitution the Court may impose.

Notwithstanding the defendant's waiver of appeal, the defendant will retain the right to appeal if one of the following circumstances occurs: (1) the sentence imposed by the District Court exceeds the statutory maximum; and/or (2) the government appeals the sentence in the case. The defendant understands that these circumstances occur infrequently and that in almost all cases this Agreement constitutes a complete waiver of all appellate rights.

In addition, regardless of the sentence the defendant receives, the defendant also gives up any right to bring a collateral attack, including a motion under 28 U.S.C. § 2255 or § 2241, challenging any aspect of the guilty plea, conviction, or sentence, except for non-waivable claims.

If the defendant ever attempts to vacate her plea(s), dismiss the underlying charges, or modify or set aside her sentence on any of the counts to which she is pleading guilty, the government shall have the rights set forth in Section II.E herein.

C. Waiver of Attorneys' Fees and Costs.

The defendant agrees to waive all rights under the "Hyde Amendment," Section 617, P.L. 105-119 (Nov. 26, 1997), to recover attorneys' fees or other litigation expenses in connection with the investigation and prosecution of all charges in the above-captioned matter and of any related allegations

1 (including without limitation any charges to be dismissed pursuant to this plea agreement and any
2 charges previously dismissed).

3 **D. Impact of Plea on Defendant's Immigration Status.**

4 Defendant recognizes that pleading guilty may have consequences with respect to her
5 immigration status if she is not a citizen of the United States. Under federal law, a broad range of
6 crimes are removable offenses, including offenses to which the defendant is pleading guilty. Removal
7 and other immigration consequences are the subject of a separate proceeding, however, and defendant
8 understands that no one, including her attorney or the district court, can predict to a certainty the effect
9 of her conviction on her immigration status. Defendant nevertheless affirms that she wants to plead
10 guilty regardless of any immigration consequences that her plea may entail, even if the consequence is
11 her automatic removal from the United States.

12 **VIII. ENTIRE PLEA AGREEMENT**

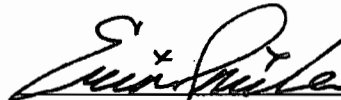
13 Other than this plea agreement, no agreement, understanding, promise, or condition between the
14 government and the defendant exists, nor will such agreement, understanding, promise, or condition
15 exist unless it is committed to writing and signed by the defendant, counsel for the defendant, and
16 counsel for the United States.

17 **IX. APPROVALS AND SIGNATURES**

18 **A. Defense Counsel.**

19 I have read this plea agreement and have discussed it fully with my client. The plea agreement
20 accurately and completely sets forth the entirety of the agreement. I concur in my client's decision to
21 plead guilty as set forth in this plea agreement.

22 Dated: 6/10/2016


23 
24 ERIN SNIDER
25 Attorney for Defendant

26 **B. Defendant:**

27 I have read this plea agreement and carefully reviewed every part of it with my attorney. I
28 understand it, and I voluntarily agree to it. Further, I have consulted with my attorney and fully
understand my rights with respect to the provisions of the Sentencing Guidelines that may apply to my

1 case. No other promises or benefits have been made to me other than those contained in this plea
2 agreement. In addition, no one has threatened or forced me in any way to enter into this plea agreement.
3 Finally, I am satisfied with the representation of my attorney in this case.

4 Dated:

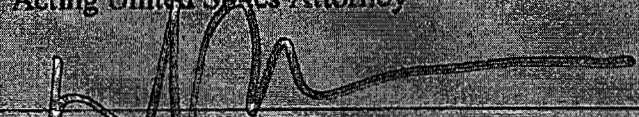

CASEY NOCKET
Defendant

5
6
7 C. Attorney for United States:

8 I accept and agree to this plea agreement on behalf of the government.

9 Dated: 6-10-2016

PHILLIP A. TALBERT
Acting United States Attorney


LAUREN MONTOYA
Assistant United States Attorney

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

EXHIBIT "A"

1
2 On or about September 23, 2014, defendant Nocket went to Death Valley National Park located
3 in Inyo County, State and Eastern District of California. While in Death Valley National Park, she
4 painted on a rock formation at the summit of Telescope Peak using acrylic paint thereby damaging it.
5 Death Valley National Park is federal land administered by the National Park Service.

6 On or about September 12, 2014, defendant Nocket went to Rocky Mountain National Park in
7 the State and District of Colorado. While in Rocky Mountain National Park, she painted a 'Smoking
8 Lady' on a rock formation using a Sharpie marker thereby damaging the rock formation. The damage to
9 the rock formation was less than \$1,000.00. Rocky Mountain National Park is Federal land
10 administered by the National Park Service.

11 On or about September 13, 2014, defendant Nocket went to Colorado National Monument in the
12 State and District of Colorado. While in Colorado National Monument, she painted on a rock formation
13 located on the Monument Canyon Trail using a Sharpie marker thereby damaging the rock formation.
14 Defendant Nocket posted a picture of this painting named "Gold and White" on her Tumblr account.
15 The damage to the rock formation was less than \$1,000.00. Colorado National Monument is Federal
16 land administered by the National Park Service.


17 On or about September 15, 2014, defendant Nocket went to Canyonlands National Park in the
18 State and District of Utah. While in Canyonlands National Park, she painted a 'Smoking Lady' on a
19 rock formation located on the Neck Spring Trail using a Sharpie marker thereby damaging the rock
20 formation. Defendant Nocket was photographed drawing the 'Smoking Lady'. The damage to the rock
21 formation was less than \$1,000.00. Canyonlands National Park is Federal land administered by the
22 National Park Service.

23 On or about September 17, 2014, defendant Nocket went to Zion National Park located in the
24 State and District of Utah. On that date, she drew a 'Smoking Lady' on a rock formation using a
25 Sharpie marker thereby damaging the rock formation. The damage to the rock formation was less than
26 \$1,000.00. Zion National Park is Federal land administered by the National Park Service.

27 On or about October 2, 2014, defendant Nocket went to Yosemite National Park in the County of
28 Mariposa, State and Eastern District of California. While in Yosemite National Park, she painted on a
29 rock formation located at the beginning of the John Muir Trail using acrylic paint thereby damaging the
30 rock formation. The damage to the rock formation was less than \$1,000.00. Yosemite National Park is
31 Federal land administered by the National Park Service.

32 On or about October 7, 2014, defendant Nocket went to Crater Lake National Park in the State
33 and District of Oregon. While in Crater Lake National Park, she painted on a rock formation using
34 acrylic paint thereby damaging the rock formation. Crater Lake National Park is Federal land
35 administered by the National Park Service.

36 DATED: June 8, 2016


CASEY NOCKET defendant